

**SECOND AMENDMENT TO MASTER CONSTRUCTION RESPONSIBILITY AND
REIMBURSEMENT AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND
THE EL DORADO IRRIGATION DISTRICT**

THIS SECOND AMENDMENT to that Master Construction Responsibility And Reimbursement Agreement Between The County Of El Dorado And The El Dorado Irrigation District made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and the El Dorado Irrigation District, a special district created pursuant to State law (hereinafter "EID").

R E C I T A L S

WHEREAS, County and EID have entered into an agreement to facilitate the inclusion of improvements either anticipated or non-anticipated, to either entity's roadways or facilities within the scope of work of the other entity's improvement projects and, to identify payment responsibilities and facilitate, when necessary, the reimbursement of costs for those expenses incurred and agreed upon in conducting the work pursuant to Master Construction Responsibility And Reimbursement Agreement Between The County Of El Dorado And The El Dorado Irrigation District, dated August 18, 2015, and First Amendment to Master Construction Responsibility And Reimbursement Agreement Between The County Of El Dorado And The El Dorado Irrigation District, dated August 21, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to augment the scope of agreement, amending **Section A, Scope of Agreement**;

WHEREAS, the parties hereto desire to amend the Agreement to notify EID of County overlay or similar roadwork projects requiring raising, lowering, and/or relocation of infrastructure, amending **Section D, Work Incorporated Hereby**;

WHEREAS, the parties hereto desire to amend the Agreement to update EID's notice recipient, EID's employee with responsibility in administering the Agreement, and to extend the expiration date of August 17, 2025 for five (5) additional years, amending **Section F, General Provisions**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Master Construction Responsibility And Reimbursement Agreement on the following terms and conditions:

- I. **Section A, Scope of Agreement**, of the Agreement is amended in its entirety to read as follows:

This Agreement is intended to apply to projects that both County and EID agree are limited in scope and complexity. Such projects may include but are not limited to:

1. The relocation of EID facilities through the County's construction contract when unanticipated relocations are discovered during the construction phase of a County road improvement project.
2. The construction of County roadway work through EID's construction contract when unanticipated work is to be performed during the construction phase of an EID utility improvement project.
3. Incorporation of work into either an EID or a County construction contract in those situations wherein work can be anticipated prior to the construction phase, but wherein a separate, project-specific agreement may not be warranted.
4. The raising, lowering and/or relocation of EID appurtenances, including but not limited to valves, manholes, blowoffs, and air release valves through the County's road overlay projects.

This Agreement shall not be used for work that is estimated to cost either County or EID more than \$100,000 in reimbursement expenses. As set forth below in Sections 8(2)-(5), reimbursement expenses shall include administrative costs associated with construction management. Both County and EID acknowledge that while this agreement applies only to work estimated to cost no more than \$100,000 in reimbursement expenses, each party shall be responsible for, and shall fully pay all actual reimbursement expenses, whatever they may be. Both County and EID reserve the right to forego use of this Agreement at any time, and use a separate project specific agreement, even for projects that are limited in scope and complexity. Each party shall ensure that this Agreement is not used for the purpose of splitting larger projects that are beyond the scope of this Agreement, or otherwise require a separate project specific agreement. Moreover, each party shall ensure that work performed by contract change order ("CCO") will not be split into multiple CCOs for the purpose of circumventing the aforementioned monetary threshold.

II. Section D, Work Incorporated Hereby, subsection 1, is amended in its entirety to read as follows:

1. In order for the contracting entity to include the non-contracting entity work in the contracting entity's bid package, the non-contracting entity shall provide material specifications to the contracting entity for the work of each project. The noncontracting entity shall include design drawings, specifications and estimates to the contracting entity for review and incorporation into the contracting entity's construction contract documents. Except as provided in Section D(6) below, the non-contracting entity is solely responsible for its installed facilities after construction and its acceptance of the facilities. Three copies of each construction bid package/contract

prepared by the contracting entity will be provided to the non-contracting entity. The contracting entity bid plans and specifications that incorporate the non-contracting entity's various utility and/or roadway designs, prepared by the contracting entity shall be reviewed and approved by the non-contracting entity prior to advertising for bids. The noncontracting entity shall be solely responsible for content accuracy, adequacy, and clarity of the bid plans and specifications pertaining to the non-contracting entity's installation work. The non-contracting entity shall have fifteen (15) working days to review and approve the bid plans and specifications. In addition to content accuracy, adequacy, and clarity, the non-contracting entity's review shall include the following scope:

- a. Conformance of roadway and/or facility installation design with the noncontracting entity standards, and applicable Caltrans standards, standard drawings and standard specifications; and conformance with County of El Dorado standards and with the plans, details and specifications for the overall project of which it is to be incorporated.
- b. Ability of roadway and/or facility design to meet similar performance standards as the existing non-contracting entity roadways and/or facilities.

The non-contracting entity's authorized representative may review the lowest responsible, responsive bidder's documents and may provide recommendations, if any, to the contracting entity within five business days of bid opening. Notwithstanding that review, the contracting entity shall have sole authority to reject any or all construction bids, resolve any bid protests, and/or to award the construction contract for the entire work.

In advance of County overlay or similar roadwork projects requiring raising, lowering, and/or relocation of District infrastructure, the County will notify the District through utility coordination meetings occurring no later than thirty (30) days prior to its bidding of said projects to allow the District and County to mutually agree and identify District facilities requiring raising, lowering, and/or relocation for inclusion within the County's bidding documents for the project.

County and EID understand and agree that for all projects subject to this Agreement, except those that involve (a) the County's receipt of federal funding, state funding, or other funding sources that restrict the County's ability to prequalify contractors and subcontractors or (b) the relocation of EID facilities through the County's construction contract when unanticipated relocations are discovered during the construction phase of a County road improvement project, EID shall have the right in its discretion to pre-qualify any and all firms interested in bidding EID's component of the project either as the prime contractor or a subcontractor thereto. EID shall use its best efforts to coordinate its prequalification process with the County's project delivery schedule. Any such prequalification process shall be conducted in strict accordance with all requirements for prequalification of contractors codified under the Local Agency Public Construction Act (Public

Contract Code § 20100, et seq.) or its successor law. Nothing herein shall be construed to constitute the County's intent to incorporate prequalification into its own public contracting solicitation procedures, or its assent to incorporate such procedures into projects outside the scope of this Agreement.

EID agrees to indemnify the County against claims that arise out of and that challenge the prequalification of contractors that will conduct work on EID's component of the project when County is the contracting entity.

III. Section F, General Provisions, Subsections 4, 6, and 15 are amended in their entirety to read as follows:

4. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

To County:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Rafael Martinez
Director

or to such other location as County directs in writing.

Notices to EID shall be addressed as follows:

To EID:

El Dorado Irrigation District
2890 Mosquito Road
Placerville, California 95667

Attn.: Jon Money
Director of Engineering

With a copy to:

El Dorado Irrigation District
2890 Mosquito Road
Placerville, California 95667

Attn.: Liz Carrington
Engineering Manager

or to such other location as EID directs in writing.

6. The EID officer or employee with responsibility for administering this Agreement is Jon Money, Director of Engineering, El Dorado Irrigation District, or successor.

15. The term of this Agreement shall be fifteen (15) years, as amended, from the effective date.

Except as herein amended, all other parts and sections of Master Construction Responsibility And Reimbursement Agreement Between The County Of El Dorado And The El Dorado Irrigation District shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Master Construction Responsibility And Reimbursement Agreement Between The County Of El Dorado And The El Dorado Irrigation District Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--EL DORADO IRRIGATION DISTRICT--

By: _____
Jon Money, P.E.
Engineering Director
EID

Dated: _____